

AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT BETWEEN SNOHOMISH
COUNTY AND THE CITY OF ARLINGTON FOR THE JENSEN PARK RESTROOM
PROJECT

THIS AMENDMENT NO. 1 (“Amendment No. 1”) to that certain Interlocal Agreement between Snohomish County and the City of Arlington, Washington, concerning the Jensen Park Restroom Project (the “Agreement”) dated December 27, 2023, is made by and between Snohomish County, a political subdivision of the State of Washington (the “County”), and the City of Everett, a municipal corporation of the State of Washington (the “City”).

The City of Everett has requested an extension for the Agreement due to delays encountered with contractor wait time and additional funding.

NOW, THEREFORE, for and in consideration of the mutual benefits conferred on both parties, the parties agree as follows:

1. Section 2., **Effective Date and Duration**, is hereby amended as follows:

This Agreement shall take effect when it has been duly executed by both parties and either filed with the County Auditor or posted on the County’s Interlocal Agreements website. This Agreement shall remain in effect through December 31, 2026, unless earlier terminated pursuant to the provisions of Section 12 below; PROVIDED HOWEVER, that each party’s obligations are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

2. Section 4.4, **Project Deadline**, is hereby amended as follows:

On or before December 31, 2026, the City shall complete the Project. In executing the Project, the City shall obtain and, upon request, provide the County with copies of all permits necessary to complete the Project.

3. Section 5., **Invoicing and Payment**, is hereby amended as follows:

5.1 Invoicing. Within thirty days of final completion of the Project or by December 30, 2026, whichever occurs first, the City shall submit to the County one invoice on City letterhead requesting disbursement of the Funds for the Project. The invoice needs to include name and address of City, name and the address of who the invoice is addressed to (the County), the date, the amount being requested for reimbursement, and the name of the project being funded. Invoices shall provide line-item detail for materials, labor and overhead. Backup documentation should include of copies of invoices paid by the City to contractors/consultants for the work performed, which covers the full amount being requested for reimbursement and proof of payment on those invoices. Additionally, providing progress photos of the site is strongly recommended with prior, during and after completion photos.

4. Section 12.2., **Termination for Breach**, is hereby amended as follows:

In the event that the City fails to complete the Project by December 31, 2026, and/or otherwise commits a Default as described in Section 11, the County may terminate this Agreement immediately by delivering written notice to the City. Within thirty (30) days of such early termination, the City shall return to the County all Funds previously disbursed from the County to the City for the Project plus interest at the rate of twelve percent (12%) per annum beginning thirty (30) days from the date of early termination

EXCEPT AS PROVIDED IN THIS AMENDMENT NO. 1, ALL TERMS AND CONDITIONS OF THE INTERLOCAL AGREEMENT DATED DECEMBER 27, 2023, SHALL REMAIN IN FULL FORCE AND EFFECT.

SNOHOMISH COUNTY:

CITY OF ARLINGTON:

Snohomish County Executive

Title:

Date